



## **Request for Proposals (RFP) 07-05 Maryland State Archives Aperture Card Scanning Device**

This RFP is being advertised through multiple venues including eMaryland Marketplace and through direct mailings. If you received this document from a source other than the Issuing Office, (e.g., if you downloaded it from eMaryland Marketplace), contact the Issuing Office and provide your name and email address so that the amendments to the RFP or other communications can be sent to you.

**Minority Business Enterprises are Encouraged to Respond to this Solicitation**

### **Key Information Summary**

**RFP Issue Date:** October 25, 2006

**Closing Date and Time:** **Wednesday, November 14, 3:00 p.m. local time**

**Issuing Office:** Maryland State Archives

**Procurement Officer:** Timothy D. Baker [tbaker@mdsa.net](mailto:tbaker@mdsa.net) 410 260 6402  
Deputy State Archivist

**Deliver Proposals to:** 350 Rowe Boulevard, Room 223  
Annapolis MD 21401

**Pre-Proposal Conference: Scheduled for November 8, 2006 at 2:00 a.m.** For directions to the Archives see <http://www.mdarchives.state.md.us/msa/intromsa/html/direct.html>

**Written Questions Accepted:** Written questions to the procurement officer only will be accepted at [tbaker@mdsa.net](mailto:tbaker@mdsa.net) prior to the Pre-Proposal Conference. Answers to all questions will be distributed. If these result in substantive changes to the RFP, all offerorss who are known to have received a copy of the RFP will be provided written notification in the form of an amendment.

### **Contents**

Section 1 - General Information.....	2
Section 2 – Scope of Work.....	5
Section 3 –Proposal Format.....	7
Section 4 – Evaluation Criteria and Selection Procedure.....	9
Section 5 – Attachments.....	10

**Summary:** The Maryland State Archives is soliciting proposals to obtain one aperture card scanning device, PC workstation and associated software.

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## **Section 1 - General Information**

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### **1.1 SUMMARY STATEMENT**

The Maryland State Archives is soliciting proposals to obtain one aperture card scanning device, PC workstation and associated software.

### **1.2 ISSUING OFFICE**

The sole point of contact in the State for purposes of this RFP is the procurement officer at the issuing office address listed below:

Maryland State Archives  
350 Rowe Boulevard, Room 223  
Annapolis, MD 21401  
Telephone #: 410-260-6402  
Fax #: 410-974-3895  
E-mail: tbaker@mdsa.net

The Procurement Officer is: Timothy D. Baker, Deputy State Archivist

### **1.3 PRE-PROPOSAL CONFERENCE**

Scheduled as noted above in "Key Information Summary" Section. Attendance is not mandatory but all interested offerors are encouraged to attend in order to facilitate better preparation of proposals.

### **1.4 CLOSING DATE**

One original and one copy of offeror proposal must be received by the procurement officer by the time and date indicated above in the Key Information Summary in order to be considered. Requests for extension of this date or time will not be granted. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt at the issuing office. Except as provided in COMAR 21.05.02.10, proposals or unsolicited amendments to proposals arriving after the closing time and date will not be considered. Proposals delivered electronically by email or facsimile will not be considered.

### **1.5 DURATION OF OFFER**

Proposals submitted in response to this RFP are irrevocable for 90 days following the closing date. This period may be extended at the Procurement Officer's request only by an offeror's written agreement.

### **1.6 REVISIONS TO THE RFP**

If it becomes necessary to revise this RFP before the due date for proposals, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known by the procurement officer to have obtained this RFP. Amendments made after the due date for proposals will be sent only to those offerors who submitted a timely proposal.

Acknowledgment of the receipt of all amendments to the RFP issued before the proposal due date must accompany the offeror's proposal in the transmittal letter accompanying the technical submittal. Acknowledgement of the receipt of amendments to the RFP issued after the proposal due date shall be in a manner specified in the amendment notice.

Failure to acknowledge receipt does not relieve the offeror from complying with all terms of any such amendment.

#### **1.7 CANCELLATIONS; DISCUSSIONS**

The State reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities, and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the State of Maryland. The State also reserves the right, in its sole discretion, to award a contract based upon the written proposals received without prior discussions or negotiations.

#### **1.8 ORAL PRESENTATION**

Offerors may be required to make oral presentations to State representatives in order to clarify their proposals. Significant representations made during the oral presentation must be confirmed in writing and shall become part of the offeror's proposal and are binding if the contract is awarded.

#### **1.9 INCURRED EXPENSES**

The State will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal, in making an oral presentation, in providing a demonstration, or in performing any other activities relative to this solicitation.

#### **1.10 ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal to meet the requirements of this RFP.

#### **1.11 DISPUTES / PROTESTS**

Any disputes relative to this solicitation shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

#### **1.12 MULTIPLE OR ALTERNATE PROPOSALS**

Multiple or alternate proposals will not be considered.

#### **1.13 ACCESS TO PUBLIC RECORDS ACT NOTICE**

An offeror should identify those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide, upon request, justification why such materials, if requested, should not be disclosed by the State under the Access to Public Records Act, Title 10, Subtitle 6, of the State Government Article of the Annotated Code of Maryland. Offerors are advised that, upon request for this information from a third party, the Procurement Officer will be required to make an independent determination whether the information may be disclosed (see COMAR 21.05.08.01).

#### **1.14 OFFEROR RESPONSIBILITIES**

The State will enter into a contractual agreement only with the selected offeror. The selected offeror shall be responsible for all products and services required by this RFP. Subcontractors must be identified and a complete description of their role must be included in the offeror's proposal.

#### **1.15 MANDATORY CONTRACTUAL TERMS**

By submitting an offer in response to this RFP, an offeror, if selected for award, agrees to the terms of this RFP and all provisions of the contract (Attachment A). Exceptions taken must be clearly defined in the Executive Summary of the Technical Proposal. Please note that any such exceptions may potentially disqualify the proposal.

#### **1.16 BID/PROPOSAL AFFIDAVIT**

All proposals submitted by an offeror must be accompanied by a completed Proposal Affidavit. A copy of this Affidavit is included as Attachment B of this RFP.

#### **1.17 CONTRACT AFFIDAVIT**

All offerors are advised that if a contract is awarded as a result of this solicitation, the successful offeror will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as Attachment C of this RFP. This Affidavit need not be submitted with an offeror's proposal but must be provided upon notice of contract award.

#### **1.18 ARREARAGES**

By submitting a response to this solicitation, the offeror represents that it is not in arrears in the payment of any obligations due to the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become in arrears during the term of this contract if selected for contract award.

#### **1.19 PROCUREMENT METHOD**

The contract will be awarded in accordance with the competitive sealed proposals process under Maryland Code of Regulations (COMAR) 21.05.03.

#### **1.20 CONTRACT DURATION**

The expectation is that the equipment associated with this procurement be delivered, set up and tested within 60 days of contract award. The contract shall also include a 90 warranty period. The contract duration will, therefore, run from December 1, 2006 until April 30, 2007.

#### **1.21 CONTRACT TYPE**

This contract shall be a Firm Fixed Price (FP) Contract as defined by COMAR Title 21.06.03.02 A(1) and B(2).

#### **1.22 PERFORMANCE BOND**

The successful offeror is not required to submit a performance bond for this solicitation.

#### **1.23 VERIFICATION OF REGISTRATION AND TAX PAYMENT**

Before a corporation can do business in the State of Maryland it must be registered with the Department of Assessments and Taxation, State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. It is strongly recommended that any potential offeror complete registration prior to the due date for receipt of proposals. An offeror's failure to complete registration with the Department of Assessments and Taxation may disqualify an otherwise successful offeror from final consideration and recommendation for contract award.

#### **1.24 NON-EXCLUSIVE USE**

It is the State's intention to obtain the equipment and services as specified in this RFP. However, the contracts resulting from this procurement shall not be construed to require the State to use this contract exclusively. The State reserves the right to procure these items or services from other sources when it is in the best interest of the State to do so.

#### **1.25 MARYLAND MARKETPLACE FEE**

COMAR 21.02.03.06 requires that the successful bidder/offeror under this solicitation pay a fee to support the operation of eMaryland Marketplace. The applicable fee is based on total contract value (including base contract plus all options). A total contract value that is other than an even dollar amount will be rounded to the nearest dollar to determine the appropriate fee level. For example, a total contract value of \$50,000.49 will be

rounded to \$50,000 and a Level 1 fee will apply. A total contract value of \$50,000.50 will be rounded to \$50,001 and a Level 2 fee will apply.

Offerorss are encouraged to register by going to [www.emarylandmarketplace.com](http://www.emarylandmarketplace.com).

The fee amount must be included within the rate or price of the proposal/bid and may not be quoted as a separate add-on price. To assist offerorss in determining the amount to be included in the proposal, MSA has provided the chart below that defines the fee based on the contract award amount.

Level	Contract Value	Fee
1	\$25,001 - \$50,000	\$100
2	\$50,001 - \$100,000	\$200
3	\$100,001 - \$200,000	\$500
4	\$200,001 - \$500,000	\$1,000
5	\$500,001 - \$1,000,000	\$2,500
6	\$1,000,001 - \$10,000,000	\$5,000
7	\$10,000,001 - \$25,000,000	\$7,500
8	\$25,000,001 - \$50,000,000	\$10,000
9	\$50,000,001 and over	\$15,000

#### **1.26 FALSE STATEMENTS**

Offerors are advised that Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland provides as follows:

- a) In connection with a procurement contract, a person may not willfully:
  1. Falsify, conceal, or suppress a material fact by any scheme or device;
  2. Make a false or fraudulent statement or representation of a material fact; or
  3. Use a false writing or document that contains a false or fraudulent statement or entry of a material fact.
- b) A person may not aid or conspire with another person to commit an act under subsection (a) of this section.
- c) A person who violates any provision of this section is guilty of a felony and on conviction is subject to a fine not exceeding \$20,000 or imprisonment not exceeding five (5) years or both.

#### **1.27 MERCURY CONTENT**

If required under COMAR 21.11.07, a price preference not exceeding 5 percent shall be applied in the evaluation of bids or proposals in favor of products that are mercury free or if stated elsewhere in the solicitation, to products containing the least amount of mercury. The mercury affidavit attached to this RFP as "Attachment E" shall be completed and returned with your proposal.

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## **Section 2 – SCOPE OF WORK**

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### **2.1 BACKGROUND**

The Maryland State Archives (MSA) is responsible for making accessible to the public "plats" filed in the circuit courts of Maryland and right-of-way plats developed by the State Highway Administration and filed with the Archives. Some of the older plat records exist on aperture cards (a card upon which is mounted a frame of microfilm), which must be scanned to facilitate publication.

## 2.2 SCOPE OF SERVICES AND SPECIFICATIONS

The Archives will enter into a contract to purchase one aperture card scanner possessing the following minimal requirements.

1. Scanner, at a minimum, shall:
  - Scan at 300 dpi true optical (No interpolation in determining dpi)
  - Scan both silver and diazo film types and read / capture hollerith data
  - Possess superior optics to capture data off old, heavily used aperture cards
  - Be capable of capturing and saving in both bi-tonal and 256 level, 8 bit grayscale
  - Be capable of capturing images from film that was captured at different reduction ratios (e.g., between 7.5x to 36x)
  - Output file formats that include tiff, and jpeg (grayscale)
  - Include software to manage image capture and perform routine production tasks such as
    - Image evaluation for output accept / review / reject
    - Image processing including rotation, framing, cropping and deskew
  - Include a workstation with the following minimum specifications:
    - Intel Pentium 4 with HT running at 2.8 GhZ
    - 2 GB SDRAM
    - 120 GB Serial ATA hard drive
    - 2 additional unused 5.25" bays
    - 100/1000 baseT network adapter
    - 24x CD ROM
    - Windows XP professional SP2
    - 17" LCD flat panel display (1280 x 1024)
    - Mouse and keyboard
  - Have built-in automatic card feeder capable of holding and processing through the scanner at least 100 cards safely
  - Possess ability to sort out and send rejected cards to separate output bin
  - Operating current 120 V
2. Installation services shall include
  - a. Set up and testing by the Contractor to ensure functionality
  - b. Delivery, set-up and testing shall be within two months of notice to proceed from procurement officer
  - c. All prices FOB: Maryland State Archives, 350 Rowe Blvd., Annapolis, MD 21401-1685
3. On-site user training for at least three operators to be included in bid price. Training must be comprehensive in that it must cover all aspects of scanning operations including use of the software. The expectation is that the training will be conducted on site at the Archives.
4. Minimum 90-day warranty for all parts and labor must be included in the bid price.
5. Desired Features include
  - a. Portability (less than 100 pounds)
  - b. Software image enhancement features (special features should be thoroughly described in the technical proposal.)
  - c. Multiple interface options e.g., IEEE-1394 firewire, SCSI, fast SCSI. The feasibility of fiber channel interface from scanning device or from the workstation to scan directly to SAN or fast GB channel and / or fiber channel should be discussed in the proposal.

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### **Section 3 – Proposal Format**

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#### **3.1 TWO PART SUBMISSION**

Offerors must submit proposals in two separate volumes:

Volume I - Technical Proposal

Required Submissions: Proposal Affidavit - Attachment B

Volume II - Financial Proposal

#### **3.2 VOLUME I - TECHNICAL PROPOSAL**

A transmittal letter must accompany the proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any addenda. It should be brief and signed by an individual who is authorized to commit the offeror to the services and requirements as stated in the RFP.

Technical proposals must be submitted in a separate sealed package labeled "Technical Proposal" and must bear the name of the offeror, the name and number of the RFP and the closing date for proposals on the outside of the package. Inside this package one original and one copy shall be provided. Technical proposals shall be printed on standard 8 ½ x 11 inch paper; No Staples; No binders; no cover / card stock; No transparencies. One single binder clip for each of the technical proposals may be used to keep the document together.

The technical proposal shall include:

##### **3.2.1 Proposed Equipment**

The Offeror shall provide enough technical details related to the requirements described in Section 2 to sufficiently evaluate the proposal. At a minimum, the offeror shall include:

- o Equipment proposed – including detailed specifications of the following

##### **Performance**

- Images per hour that device is capable of capturing and processing (include information relating to dpi when providing benchmarks)
- Output options and specifications

##### **Technical**

- Capture device
- Image resolution
- Film type
- Hollerith Reading
- Reduction ratios
- File formats (output)
- Hopper type and capacity(input and output)
- Interface capabilities
- Power requirements
- Dimensions and weight

##### **Software**

- Image enhancement features
- Production tools

- Operating system requirements

### 3.2.2 Offeror Experience and Capability

Offerors' Technical Proposal shall include information regarding its equipment capabilities and corporate capabilities.

Offerors shall provide an overview of their experience providing equipment and services similar to those included in Section 2 of this RFP. This description shall include a summary of the services offered, the number of years the offeror has provided these services, the number of clients and geographic locations the offeror currently serves, etc.

Offerors shall describe the corporate resources that will be available to support this contract.

Offerors shall provide at least three references (name, phone number, email address, business / agency name and address). Offerors shall specify make and model of equipment purchased by the reference.

### 3.2.3 Work Plan

Offeror shall include information about their work plan for delivery, set up and testing of the device. The work plan should also include details of the training proposed and a timeframe for the training.

### 3.2.4 Equipment Demonstration Required

As part of the evaluation process, the Archives will require a live demonstration of the proposed equipment utilizing material provided by the Archives. The demonstration must take place within two weeks of the receipt of offer. Offerors may provide the demonstration on-site at the Archives or at an alternate location within a reasonable distance (e.g., 100 mile radius of the Archives). Offerors must state in their proposals where the demonstration will take place.

### 3.2.5 Maryland Contracts

As part of its offer, each Offeror shall provide a list of all contracts with any entity of the State of Maryland that it is currently performing or which have been completed within the last 5 years. For each identified contract the Offeror is to provide:

- a. The State contracting entity
- b. A brief description of the services/goods provided
- c. The dollar value of the contract
- d. The term of the contract
- e. The State employee contact person (name, title, telephone number and if possible e-mail address)
- f. Whether the contract was terminated before the end of the term specified in the original contract, including whether any available renewal option was not exercised.

Information obtained regarding the offeror's level of performance on State contracts will be considered as part of the experience and past performance evaluation criteria of the RFP.

### 3.2.6 Economic Benefit Factors

The Offeror shall describe the benefits that will accrue to the State of Maryland economy as a direct or indirect result of being awarded this contract.

## 3.3 VOLUME II - FINANCIAL PROPOSAL

Under separate sealed cover from the technical proposal and clearly identified with the same information noted on the technical proposal, the contractor must submit an original of the financial proposal. The financial proposal must be submitted on the form provided and included as Attachment D.

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## ***Section 4 – Evaluation Criteria and Selection Procedure***

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A Contract will be awarded in accordance with the Competitive Sealed Proposals procurement process under Code of Maryland Regulations 21.05.03.

The Competitive Sealed Proposals method could involve discussion and revision of proposals during these discussions. Accordingly, the State may hold discussions with all offerors judged reasonably susceptible of being selected for award, or potentially so. However, the State also reserves the right to make an award without holding discussions. In either case, the State may determine an offeror to be not responsive and/or not reasonably susceptible of being selected for award.

Financial proposals of qualified offerors will be opened only after all technical proposals have been evaluated.

### 4.1 SELECTION PROCESS

The first step in the process will be to review the technical proposals for compliance with the proposal format in Section 3 of the RFP and for any exceptions the offeror has taken to the requirements of this RFP or contract (Attachment A.) Offerors who take exceptions may be disqualified and their proposals eliminated from further consideration.

Next will be an evaluation for technical merit. During this review oral presentations and discussions may be held. The purpose of such discussions will be to ensure a full understanding of the State's requirements and the offeror's ability to perform the services requested. Offerors must confirm in writing any substantive oral clarification of, or change in, their proposals made in the course of discussions. Any such written clarification or change then becomes part of the offeror's proposal.

Offerors whose technical proposals are judged to be not reasonably susceptible of being selected for award may be disqualified at this point and their financial proposals will be returned to them unopened.

The separate financial proposal of each qualified offeror will be distributed to the evaluation committee for analysis following the completion of the technical evaluation. After a review of the financial proposals of qualified offerors, the Procurement Officer may again conduct discussions. When in the best interest of the State, the Procurement Officer may permit offerors who have submitted acceptable proposals to revise their initial proposals and submit, in writing, best and final offers.

Upon completion of all discussions and negotiations, the Procurement Officer will recommend award of a contract to a responsible offeror whose proposal has been determined to be the most advantageous to the State, considering evaluation and price factors as set forth in this RFP. **In making this most advantageous offeror determination, technical factors will be given more weight than financial factors.**

#### **4.2 TECHNICAL PROPOSALS EVALUATION CRITERIA**

Evaluation of the proposals will be performed by a committee established for that purpose and will be based on the criteria set forth below which are listed in descending order of importance:

- (1) Section 3.2.1 Proposed Equipment
- (2) Section 3.2.2 Offeror Experience and Capabilities
- (3) Section 3.2.3 The work plan offered
- (4) Section 2.3.2 Economic Benefit Factors

#### **4.3 RECIPRICOL PREFERENCE**

Although Maryland law does not authorize procuring agencies to favor resident Offerors in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, as described in COMAR 21.05.01.04, a resident business preference will be given if: a responsible Offeror whose headquarters, principal base of operations, or principal site that will primarily provide the services required under this RFP is in another state submits the most advantageous offer; the other state gives a preference to its residents through law, policy, or practice; and, the preference does not conflict with a Federal law or grant affecting the procurement contract. The preference given shall be identical to the preference that the other state, through law, policy or practice gives to its residents.

#### **4.4 FINANCIAL PROPOSALS**

Financial proposals will be evaluated separately and as described in Section 4.1.

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### ***Section 5 – Attachments***

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In accordance with State Procurement Regulations, Attachment B and Attachment D must be completed and submitted with the Financial Proposal. Attachment C must be submitted at Contract award time.

**Attachments to this solicitation include the following:**

<b>Contract</b>	<b>Attachment A</b>
<b>Proposal Affidavit</b>	<b>Attachment B</b>
<b>Contract Affidavit</b>	<b>Attachment C</b>
<b>Financial Proposal Form</b>	<b>Attachment D</b>
<b>Mercury Free Affidavit</b>	<b>Attachment E</b>

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## **Maryland State Archives**

### **Attachment "A" Contract**

THIS CONTRACT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_, (the "Contractor") and the STATE OF MARYLAND (the "State"). This Contract shall be administered by the Maryland State Archives ("MSA").

IN CONSIDERATION OF the promises and the covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Archives and the Contractor agree as follows:

#### **SECTION 1 – DEFINITIONS**

Except as provided otherwise in this Contract, terms used in this Contract and the RFP shall have the meanings provided in the RFP. In this Contract, the following words have the meanings indicated:

1.1 "Contractor" means \_\_\_\_\_ whose principal business address is \_\_\_\_\_.

1.2 "Contractor's Information" means proprietary works of authorship, that have been created for others, including without limitation software, methodologies, tools, specifications, drawings, sketches, models, samples, records and documentation, as well as copyrights, trademarks, service marks, ideas, concepts, know-how, techniques, knowledge or data, which have been originated, developed or purchased by Contractor or by third parties under contract to Contractor (a) before the issuance of this contract and (b) specifically identified in the contractor's bid.

1.3 "MSA" means the Maryland State Archives.

1.4 "Financial Proposal" means the Contractor's Financial Proposal dated \_\_\_\_\_ which was attached to the RFP as Attachment D.

1.5 "Procurement Officer" means Timothy D. Baker, Deputy State Archivist.

1.6 "RFP" means the Request for Proposals – \_\_\_\_\_.

1.7 "State" means the State of Maryland.

#### **SECTION 2 - SCOPE OF SERVICES**

##### **2.1 Scope of Contract**

The Contractor shall provide the equipment and services described in Section 2 of the RFP and the Offeror's proposal.

All equipment and services associated with this contract shall be provided in accordance with this Contract and the following exhibits, which are attached and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A - The RFP

Exhibit B - The Offeror's Proposal including the Financial Proposal

Exhibit C - Contract Affidavit

Exhibit D – Bid / Proposal Affidavit

2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract. No other order, statement or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment

in the Contract price shall be made and modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

### **SECTION 3 - TIME FOR PERFORMANCE**

Unless terminated earlier as provided in this Contract, the Contractor shall provide the services for the period beginning on the date on which the Contract is executed by MSA and approved by the Department of Budget and Management. The time for performance, including the 90 day warranty period, will be from December 1, 2006 until April 30, 2007.

### **SECTION 4 – CONSIDERATION AND PAYMENT OF STATE OBLIGATIONS**

4.1 The consideration to be paid the Contractor shall be in accordance with the RFP and the Offeror's Financial Proposal.

4.2 Payment to the Contractor shall be made in accordance with this Contract and Section 2 of the RFP and shall be made no later than 30 days after the State's receipt of a proper invoice from the Contractor. MSA will accept an invoice from the contractor upon completion of the training or the successful installation of the equipment, whichever is later.

Total amount of the contract shall not exceed \$ .....

4.3 Each invoice must reflect the Contractor's federal tax identification number, which is \_\_\_\_\_. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, as from time to time amended, are prohibited.

4.4 In addition to any other available remedies if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer pursuant to this Contract.

### **SECTION 5 - MULTI-YEAR CONTRACTS CONTINGENT UPON APPROPRIATIONS**

5.1 If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

### **SECTION 6 - NON-HIRING OF OFFICIALS AND EMPLOYEES**

6.1 No official or employee of the State of Maryland, as defined under State Government Article, Section 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall during the pendency and term of this contract and while serving as an employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this contract.

### **SECTION 7 - DISPUTES**

7.1 This Contract shall be subject to the provisions of the State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision.

7.2 Unless a lesser period is provided by applicable statute, regulation, or this Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

## **SECTION 8 - MARYLAND LAW**

8.1 This Contract shall be construed, interpreted and enforced according to the laws of the State of Maryland.

## **SECTION 9 – MODIFICATIONS / AMENDMENTS**

9.1 Any amendment to this Contract must first be approved in writing by the Procurement Officer, subject to any additional approvals required by State law. No amendment to this Contract shall be binding unless so approved and unless it is in writing and signed by the party to be charged.

## **SECTION 10 - NON-DISCRIMINATION IN EMPLOYMENT**

10.1 The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

## **SECTION 11 - CONTINGENT FEE PROHIBITION**

11.1 The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the contractor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide salesperson or commercial selling agency, any fee or other consideration contingent on the making of this agreement. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability or, in its discretion, to deduct from the consideration otherwise payable to the Contractor the full amount of such fee or other consideration.

## **SECTION 12 - TERMINATION FOR CAUSE**

12.1 If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State may seek to affirmatively collect damages. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

## **SECTION 13 - TERMINATION FOR CONVENIENCE**

13.1 The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time-to-time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract; provided, however, that the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

## **SECTION 14 - DELAYS AND EXTENSIONS OF TIME**

14.1 The Contractor agrees to perform this agreement continuously and diligently. No charges or claims for damages shall be made by the Contractor for any delays or hindrances, regardless of cause, in the performance of services under this Contract. Time extensions may be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in

the performance of a State contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractor or supplier.

#### **SECTION 15 - SUSPENSION OF WORK**

15.1 The Procurement Officer unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

#### **SECTION 16 - PRE-EXISTING REGULATIONS**

16.1 In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Contract are applicable to this Contract.

#### **SECTION 17 - FINANCIAL DISCLOSURE**

17.1 The Contractor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within thirty (30) days of the time when the aggregate value of these contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information, to include disclosure of beneficial ownership of the business.

#### **SECTION 18 - POLITICAL CONTRIBUTION DISCLOSURE**

18.1 The Contractor shall comply with the Election Law Article, sections 14-101 – 14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or an incorporated municipality, or their agencies, during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term on (a) February 5, to cover the 6 month period ending January 31; and (b) August 5, to cover the 6 month period ending July 31.

#### **SECTION 19 - RETENTION OF RECORDS**

19.1 The Contractor shall retain and maintain all records and documents relating to this Contract for three (3) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or the Procurement Officer's designee, at all reasonable times.

#### **SECTION 20 - COMPLIANCE WITH LAWS**

20.1 The Contractor hereby represents and warrants that:

- (a) It is qualified to do business in the State of Maryland and that it will take such action as, from time-to-time, may be necessary to remain so qualified;
- (b) It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- (c) It shall comply with all Federal, State and Local laws applicable to its activities and obligations under this Contract; and,
- (d) It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

#### **SECTION 21 - LIABILITY FOR LOSS OF DATA**

21.1 In the event of loss of any data or records necessary for the performance of this Contract, where such loss is due to the error or negligence of the Contractor, the Contractor shall be responsible, irrespective of cost to the Contractor, for recreating such lost data or records in the manner and time specified by the Procurement Officer.

## **SECTION 22 - INDEMNIFICATION**

22.1 The Contractor shall indemnify the State against liability for any suits, actions, or claims of any character arising from or relating to the performance of the Contractor or its subcontractors under this Contract.

22.2 The State of Maryland has no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

22.3 The State has no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations under this Contract.

22.4 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from or relating to the Contractor's obligations under the Contract, and will cooperate, assist and consult with the State in the defense or investigation of any claim, suit, or action made or filed against the State as a result of or relating to the Contractor's performance under this Contract.

## **SECTION 23 – COST AND PRICE CERTIFICATIONS**

23.1 By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its bid or offer.

23.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its bid or offer, was inaccurate, incomplete, or not current.

## **SECTION 24 – ADMINISTRATIVE**

24.1 Procurement Officer. Work under this contract shall be performed under the direction of the Procurement Officer. All matters relating to the interpretation of this agreement shall be referred to the Procurement Officer for determination.

24.2 The Procurement Officer shall constitute the final acceptance authority for work performed.

24.3 Notices. All notices required to be given by one party to the other hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid as follows:

If to the State:

Timothy D. Baker  
Deputy State Archivist  
Maryland State Archives  
350 Rowe Blvd. Annapolis, MD 21401

If to the Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **SECTION 25 – PAYMENT OF STATE OBLIGATIONS**

Electronic funds transfer will be used by the State to pay Contractor for this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

## **SECTION 26 - REPRESENTATIONS**

Each party to this agreement represents and warrants to the other that it has full right, power and authority to execute this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date and year first above written.

ATTEST: CONTRACTOR

\_\_\_\_\_  
BY: (name)

\_\_\_\_\_  
(title)

ATTEST: STATE OF MARYLAND

\_\_\_\_\_  
BY: (name)

\_\_\_\_\_  
(title)

Approved for form and legal sufficiency this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Assistant Attorney General

End of document October 11, 2006

BID/PROPOSAL AFFIDAVIT

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) \_\_\_\_\_ and the duly authorized representative of (business) \_\_\_\_\_ and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961 et seq., or the Mail Fraud Act, 18 U.S.C. §1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, §14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of §11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

(8) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C(1)—(7) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

\_\_\_\_\_

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**D. AFFIRMATION REGARDING DEBARMENT**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

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**E. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

**I FURTHER AFFIRM THAT:**

- (1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
  - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
- 
- 
- 

**F. SUB-CONTRACT AFFIRMATION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

**G. AFFIRMATION REGARDING COLLUSION**

**I FURTHER AFFIRM THAT:**

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**H. FINANCIAL DISCLOSURE AFFIRMATION**

**I FURTHER AFFIRM THAT:**

I am aware of, and the above business will comply with, the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate

## Attachment B

value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

### I. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

#### I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, §§14-101—14-108, Annotated Code of Maryland, which requires that every person that enters into contracts, leases, or other agreements with the State of Maryland, including its agencies or a political subdivision of the State, during a calendar year in which the person receives in the aggregate \$100,000 or more shall file with the State Board of Elections a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election.

### J. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

#### I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
  - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
  - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
  - (c) Prohibit its employees from working under the influence of drugs or alcohol;
  - (d) Not hire or assign to work on the contract anyone whom the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
  - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
  - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
    - (i) The dangers of drug and alcohol abuse in the workplace;
    - (ii) The business' policy of maintaining a drug and alcohol free workplace;
    - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
    - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
  - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §J(2)(b), above;
  - (h) Notify its employees in the statement required by §J(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
    - (i) Abide by the terms of the statement; and
    - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
  - (i) Notify the procurement officer within 10 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
  - (j) Within 30 days after receiving notice under §J(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
    - (i) Take appropriate personnel action against an employee, up to and including termination; or
    - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
  - (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §J(2)(a)—(j), above.

Attachment B

(3) If the business is an individual, the individual shall certify and agree as set forth in §J(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

**K. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

(1) The business named above is a (domestic \_\_\_\_ ) (foreign \_\_\_\_ ) corporation registered in accordance with the Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessments and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ .

(If not applicable, so state).

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**L. CONTINGENT FEES**

**I FURTHER AFFIRM THAT:**

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

M. Repealed.

**N. ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: \_\_\_\_\_ By: \_\_\_\_\_ (Authorized Representative and Affiant)

**COMAR 21.07.01.25  
CONTRACT AFFIDAVIT**

**A. AUTHORIZED REPRESENTATIVE**

**I HEREBY AFFIRM THAT:**

I am the \_\_\_\_\_  
(title)

and the duly authorized representative of \_\_\_\_\_  
(business)

and that I possess the legal authority to make this Affidavit on behalf of myself and the business for which I am acting.

**B. CERTIFICATION OF CORPORATION REGISTRATION AND TAX PAYMENT**

**I FURTHER AFFIRM THAT:**

(1) The business named above is a (domestic\_\_\_\_\_) (foreign\_\_\_\_\_) corporation registered in accordance with Corporations and Associations Article, Annotated Code of Maryland, and that it is in good standing and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation, and that the name and address of its resident agent filed with the State Department of Assessment and Taxation is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

(2) Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

**C. CERTAIN AFFIRMATIONS VALID**

**I FURTHER AFFIRM THAT:**

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgments contained in that certain Bid/Proposal Affidavit dated \_\_\_\_\_, 200\_\_\_\_, and executed by me for the purposed of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.**

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

Signature (Authorized Representative and Affiant)

## Attachment D – Financial Proposal Form

Federal ID Number: \_\_\_\_\_

## MERCURY AFFIDAVIT

AUTHORIZED REPRESENTATIVE  
THEREBY AFFIRM THAT:

I am the \_\_\_\_\_ (Title) and the duly authorized representative of  
\_\_\_\_\_ (Business). I possess the legal authority to make this affidavit  
on behalf of myself and the business for which I am acting.

MERCURY CONTENT INFORMATION:

☐ The product(s) offered do not contain mercury.

OR

☐ The product(s) offered do contain mercury.

(1) Describe the product or product component that contains mercury. (Use separate sheet if necessary).

(2) Provide the amount of mercury that is contained in the product or product component. Indicate the unit of measure being used. \_\_\_\_\_

I ACKNOWLEDGE THAT this affidavit is to be furnished to the procurement officer and may be distributed to units of (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify, or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this affidavit, (2) the contract, and (3) other affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

\_\_\_\_\_ By \_\_\_\_\_  
Date Signature

Print Name: \_\_\_\_\_  
Authorized Representative and Affiant